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11 AUG 11 PM 4:15
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

FILED

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 CENTRAL DIVISION

13 UNITED STATES OF AMERICA, *ex rel.*
14 MARK BAIRD, Individually, JUSTIN
15 FRITH, Individually, RICK JEROME
16 LARSON, Individually, and DAVID
17 MORAN, individually,

18 Plaintiffs,

19 vs.

20 CITY OF SANTA MONICA, and
21 GERBER AMBULANCE COMPANY,
22 INC.,

23 Defendants.

) CIVIL ACTION NUMBER

) CV11-06632 RSM (CWx)

) COMPLAINT

) FILED IN () UNDER
SEAL

) TRIAL BY JURY REQUESTED

1
2 **COMPLAINT FOR VIOLATION OF THE FALSE CLAIMS ACT**
3 **(31 U.S.C. §3729 *et seq.*), TRIAL BY JURY REQUESTED**

4 Pursuant to 31 U.S.C. §3730(b)(1), Relators Mark Baird, Justin Frith, Rick Jerome
5 Larson, and David Moran ("Relators") for themselves and on behalf of the United States of
6 America, bring this civil action under the Federal False Claims Act, 31 U.S.C. §3729 *et seq.*,
7 and the common law theory of unjust enrichment and alleges as follows:

8 **CASE SUMMARY**

9 To support their claims for fraudulent conduct, Relators allege as follows:

10 1. This case arises from the fraudulent acts committed by the City of Santa Monica
11 (the "City") and Gerber Ambulance Company, Inc. ("Gerber") in submitting or causing to be
12 submitted false claims for payment by Medicare.

13 2. Specifically, Relators have knowledge that the City and Gerber systemically
14 billed Medicare for Advanced Life Support ("ALS") level ambulance services for all 911 calls,
15 regardless of whether the beneficiary's condition required that level of service.

16 3. Relators became aware of Defendants' fraudulent conduct during the Request
17 for Proposal ("RFP") process instituted by the City of Santa Monica soliciting proposals for
18 ambulance services. In response to questions during the RFP process, the City of Santa Monica
19 revealed that they bill all transports at the ALS level regardless of the patient's condition and in
20 direct contravention of Medicare.

21 **JURISDICTION AND VENUE**

22 4. This action arises under 31 U.S.C. §3729 *et seq.*, also known as the Federal
23 False Claims Act (the "FCA" or "Act"), to recover treble damages and civil penalties on behalf
24 of the United States of America arising out of Defendants' violations of the FCA.

25 5. Under §3732 of the FCA, this court has jurisdiction over actions brought under
26 the FCA. Furthermore, jurisdiction over this action is conferred on this Court by 28 U.S.C.
27 §1331 because this civil action arises under the laws of the United States.

1 6. This Court has supplemental jurisdiction over all other claims set forth in this
2 Complaint because these claims are so related to the claims arising under the Federal False
3 Claims Act that they form part of the same case or controversy. *See* U.S.C. §1367.

4 7. Venue is proper in this district pursuant to §3732(a) of the Act, which provides
5 that “any action under §3730 may be brought in any judicial district in which the Defendant, or
6 in the case of multiple Defendants, any one Defendant can be found, resides, transacts business,
7 or in which any act proscribed by §3729 occurred.” The proscribed acts, which are the subject
8 of this action, occurred in the State of California, within this judicial district.

9 8. At all times material hereto, Defendants regularly conducted substantial business
10 within the State of California and were incorporated in California, and maintained permanent
11 offices and staffing in the State of California, within this judicial district. Additionally, venue
12 is proper in this district pursuant to 28 U.S.C. §1391(b)(1)-(2).

13 **FILING UNDER SEAL**

14 9. Under the Act, this Complaint is to be filed *in camera* and remain under seal for
15 a period of at least sixty (60) days and shall not be served on Defendants until the Court so
16 orders. The Government may elect to intervene and proceed with the action within sixty (60)
17 days after the Government receives the Complaint.

18 10. With the filing of this complaint, Relators notified the Federal government
19 (through the United States Attorney General’s Office, Central District) of the fraudulent actions
20 described herein. Relators are an original source of the information and all actions and
21 practices described herein are based on their direct and independent knowledge and
22 observations.

23 11. As required by the False Claims acts, concurrently with this Complaint, Relators
24 are voluntarily submitting a confidential written disclosure statement (subject to the attorney-
25 client privilege) to the United States Government via the United States Attorney General,
26 containing material evidence and information in their possession pertaining to the allegations
27 contained in this Complaint.

PARTIES

12. Relator Mark Baird is an individual residing at 1364 Lincoln Avenue, Lancaster, California 93535. Relator is the Operations and Compliance Consultant for Trans Life Ambulance, and possesses a BS degree in Management. He has been involved in the EMS industry for approximately 20 years, in positions including Paramedic, Business Services Manager, QA Coordinator, CCT Paramedic, Director of QA & Business Services, Operations Director, Operations Manager, and Operations Consultant. He is responsible for administering the compliance program for Trans Life Ambulance, which includes interacting with CMS, Palmetto, Medi-Cal, and other insurance providers concerning ambulance billing issues and problems.

13. Relator Justin Frith is an individual residing in Littlerock, California; his address is Post Office Box 159, Littlerock, California 93543. Relator is employed as an EMT B/ (FTO) for Trans Life Ambulance and started in August of 2009.

14. Relator Rick Jerome Larson is an individual residing at 32691 Ethlene Drive, Lake Elsinore, California 92530. Relator is a Regional Manager for Trans Life Ambulance and started in that capacity on July 1, 2011.

15. Relator David Moran is an individual residing at 7162 Hawthorn Avenue #3, Los Angeles, California 90046. Relator started working with Translife in July 2009 and is an Emergency Medical Technician/Field Training Officer.

16. The City of Santa Monica is a California municipal corporation located in Los Angeles County. The main offices of the City are located at 1685 Main Street, Santa Monica, California 90401.

17. Gerber Ambulance Company, Inc, is a California corporation with a business address of 19801 Marine Avenue, Torrance, California 90503, and a registered agent for service of process as Robert Gerber, Post Office Box 3487, Torrance, California 90503.

Federal and State False Claims Act

18. The intent of the FCA is to combat fraud perpetrated on the United States

1 Government. The Act permits individuals to bring cases on behalf of the governmental entity
2 in order to identify fraudulent activity.

3 **The Federal False Claims Act**

4 19. Pursuant to the FCA, 31 U.S.C. §3729(a)(1)(A), liability may be found when
5 any person knowingly presents, or causes to be presented, a false or fraudulent claim for
6 payment or approval.

7 20. Liability may also be found under 31 U.S.C. §3729(a)(1)(B) when a person
8 knowingly makes, uses, or causes to be made or used, a false record or statement to get a false
9 or fraudulent claim paid or approved by the Government. Further, 31 U.S.C. §3729, *et seq.*,
10 also imposes liability for violations of the federal Anti-Kickback Statute (AKS) (42 U.S.C.
11 §1320a-7b(b)(1) and (2)), which is a criminal law intended to prevent the solicitation or
12 payment of kickbacks in exchange for federal health care program (e.g., Medicare and
13 Medicaid) referrals. The law prohibits ambulance service providers and other health care
14 service providers from offering health care facilities (or others) anything of value to induce
15 those facilities to refer Medicare or Medicaid patients to the ambulance service provider. It
16 also prohibits health care facilities from soliciting discounts, gifts or anything of value for
17 referrals of federal program business. Ambulance service providers or other health care
18 providers that knowingly or willfully violate AKS are subject to jail sentences of up to five
19 years; fines of up to \$25,000; civil monetary penalties of up to \$50,000 per violation, exclusion
20 from participation in federal programs, and possible liability under the Federal False Claims
21 Act (31 U.S.C. §3729-33).

22 21. As defined under 31 U.S.C. §3729(b), “knowing” and “knowingly” means:
23 (1) one has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or
24 falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the
25 information.

26 **Types of Ambulance Services**

27 22. There are two basic types of ground ambulance services: Basic Life Support

1 (“BLS”) and Advanced Life Support (“ALS”). These ambulance services receive different
2 levels of reimbursement due to the training levels of the technicians who staff the vehicle and
3 the types of services that can be performed on the vehicle. *See* Medicare Benefit Policy
4 Manual, Chapter 10, §10.1.2.

5 **BLS**

6 23. In order to bill for a BLS-level of service, the ambulance must provide
7 medically necessary supplies and services, including those defined by the state and have at least
8 two staff people, one of whom must be an emergency medical technician. *See* Medicare
9 Benefit Policy Manual, Chapter 10, §10.1.2.

10 **ALS**

11 24. In order to bill for ALS services, an ambulance must be staffed by two people,
12 one of whom must be an EMT-Intermediate or an EMT-Paramedic and requires the provision
13 of service that, according to state law, can only be provided by an EMT-Intermediate or an
14 EMT-Paramedic (also described as an “ALS intervention”). *See* Medicare Benefit Policy
15 Manual, Chapter 10, §10.1.2 and §30.1.1.

16 25. The ALS-level of service is further divided into two subgroups: ALS1 and
17 ALS2. *See* Medicare Benefit Policy Manual, Chapter 10, §30.1.1.

18 26. ALS1 requires an ALS assessment or at least one ALS intervention which was
19 medically necessary. The Manual also notes that even though an ALS assessment may be
20 performed, that does not automatically result in the need for an ALS level of services. *See*
21 Medicare Benefit Policy Manual, Chapter 10, §30.1.1.

22 27. In order to be deemed an ALS2 level of service, the service must include, in
23 part: (a) at least three separate administrations of one or more medications by intravenous
24 push/bolus or by continuous infusion (excluding crystalloid fluids) or (b) the provision of one
25 of a specified list of ALS procedures, including, but not limited to, manual
26 defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, or
27 chest decompression. *See* Medicare Benefit Policy Manual, Chapter 10, §30.1.1.

1 28. Essentially, the differences between BLS, ALS1 and ALS2 levels of services are
2 the increased complexity of medical procedures available to be performed on each and the
3 increasing number of invasive procedures potentially available.

4 29. In 2005/2006, condition codes (the code which describes the condition and
5 symptoms of the patient) for Medicare patients were modified, resulting in certain confusion on
6 the part of ambulance providers as to appropriate coding. This case does not involve any
7 confusion over condition codes as Defendants bill all ambulance transports as ALS services
8 regardless of the patient's condition and regardless of the services provided to the patient.

9 Medicare

10 30. Medicare is a federally-funded health insurance program created in 1965 by
11 Title XVII of the Social Security Act and provides insurance coverage for people over the age
12 of 65 and people with disabilities. It is administered by CMS, an agency, which is part of the
13 United States Department of Health and Human Resources ("HHS").

14 31. Ambulance services are reimbursed by Medicare Part B.

15 32. To receive reimbursement under the Medicare program for ambulance services,
16 an ambulance supplier must be in (and must be able to provide the Medicare carrier, if so
17 requested, with documentation of) compliance with emergency vehicle and staff
18 licensure/certification requirements in accordance with state law. *See* 42 C.F.R. §410.41(c)(2).

19 33. Furthermore, Medicare payment for ambulance services is based on the lesser of
20 the actual charge or the applicable fee schedule amount. *See* 42 C.F.R. §414.610.

21 34. In addition, in order to receive reimbursement under the Medicare program, the
22 ambulance service must meet the medical necessity requirements. *See* 42 C.F.R. §410.40(a)(1).

23 35. Medical necessity means, in part, that other means of transportation are
24 contraindicated. In other words, Medicare will only pay for ambulance transportation when no
25 other means of transportation (whether immediately available or not) can be used based on the
26 patient's condition. *See* 42 C.F.R. §414.40(d)(1) and Medicare Benefit Policy Manual, Chapter
27 10, §10.2.1.

1 36. Medical necessity also depends on the beneficiary's condition. The beneficiary
2 must meet specific criteria in order to require "both the ambulance transportation itself and the
3 **level of service provided....**" [emphasis added] *See* 42 C.F.R. §410.40(d)(1).

4 37. The Medicare Claims Processing Manual emphasizes that only the level of
5 service determines the amount that should be billed for an ambulance service under Medicare:
6 The type (whether BLS or ALS) of vehicle used, even if required by the local municipality, is
7 not determinative. *See* Medicare Claims Processing Manual, Chapter 15, §20.1.3.

8 **AMBULANCE CARE BY CITY OF SANTA MONICA**

9 **Fraudulent Up-Coding of Services**

10 38. In 2004, the City of Santa Monica developed a plan for increased revenue
11 production. The plan was to contract with an ambulance company to provide transport and
12 billing services on behalf of the Santa Monica Fire Department.

13 39. On May 25, 2004, the Santa Monica City Council approved an ambulance
14 billing and transport contract with Gerber Ambulance Service (aka Gerber Ambulance
15 Company, Inc.). *See* Exhibit A.

16 40. In 2011, the City of Santa Monica re-solicited bids from ambulance companies
17 to provide the ambulance billing and transport services currently provided by Gerber
18 Ambulance Company, Inc. *See* Exhibit B.

19 41. Relators' employer, Trans Life Ambulance, reviewed the RFP from the City of
20 Santa Monica, and considered submitting a proposal for this contract. During the RFP process,
21 potential bidders submitted questions to the City to clarify the RFP.

22 42. On or about June 2011, the City of Santa Monica responded to inquiries
23 concerning the RFP and revealed that all transports, including BLS, are billed at the ALS rate.
24 *See* Exhibit C.

25 43. Specifically, in response to the question "What amount of calls was billed as
26 BLS for each of the respective years from 2009 through 2010? What amount of calls was
27 billed as ALS for each of the respective years from 2008-2010?" The City responded: "The

1 ALS portion is billed regardless of whether the patient is transported BLS or ALS. This fee is
2 based on the ALS response” but is charged only on transports.” These responses were posted
3 as an addendum to the RFP at

4 <http://vendors.planetbids.com/SantaMonica/biddtl.cfm?BidNo=1114&Status=Closed>.

5 44. The City’s response also revealed that in 2010 alone, the City billed 6,264 total
6 transports but less than half of those transports should have been billed as ALS (2,825).

7 Further, the City estimated that Medicare was billed for 48% of transports. Based upon these
8 numbers, Medicare has overpaid millions of dollars in “ALS” transports.

9 45. Gerber provided all the collection and bill processing services to the City for the
10 City’s ambulance services free of charge as an inducement to obtain the transport services
11 contract wherein Gerber collects the BLS portion of the ALS charge.

12 46. Gerber earns a BLS fee based upon the amount of billings collected from the
13 City’s ambulance services. Thus, the more Gerber bills and collects, the more Gerber can earn
14 under its contract.

15 47. The billing practice of the City and Gerber set out in the preceding paragraphs
16 directly contradicts Medicare regulations which state that the condition of the patient should
17 determine the level of service provided and billed – **not** the type of ambulance or the training of
18 the staff that delivers the service.

19 48. Gerber also pays the City \$23.00 per transport on top of any other portion of the
20 ALS fee paid to the City. See Exhibit A. This \$23.00 fee is an illegal kickback as described
21 and prohibited by of the federal Anti-Kickback Statute (AKS) (42 U.S.C. §1320a-7b(b)(1) and
22 (2).

23 COUNT 1

24 False Claims Act – Presentation of False Claims

25 49. Relators reallege and incorporate paragraphs 1-48 of this Complaint as if fully
26 set forth herein.

27 50. Defendants knowingly presented false or fraudulent claims for payment, credit

1 or reimbursement to the United States Government in violation of 31 U.S.C. §3729(a)(1) and
2 31 U.S.C. §3729(a)(1)(A) (2009).

3 51. The United States, unaware of the foregoing circumstances and conduct of the
4 Defendants, made full payments, which resulted in its being damaged in an amount to be
5 determined.

6 **COUNT 2**

7 **False Claims Act – False Statements**

8 52. Relators reallege and incorporate paragraphs 1-51 of this Complaint as if fully
9 set forth herein.

10 53. Defendants also knowingly made, used or caused to be made or used a false
11 record or statement to get a false or fraudulent claim paid or approved by the federal
12 government in violation of 31 U.S.C. §3729(a)(2) and 31 U.S.C. §3729(a)(1)(B) (2009).

13 54. The United States, unaware of the foregoing circumstances and conduct of the
14 Defendants, made full payments, which resulted in its being damaged in an amount to be
15 determined.

16 **COUNT 3**

17 **Unjust Enrichment**

18 55. Relators reallege and incorporate paragraphs 1-54 of this Complaint as if fully
19 set forth herein.

20 56. This is an action to recover monies by which Defendants have been unjustly
21 enriched. Due to Defendants' improper practices, the United States paid monies by which
22 Defendants have been unjustly enriched.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Relators respectfully request that this court enter judgment against
25 Defendants as follows:

- 26 a. That the United States be awarded damages in the amount of three times the
27 damages sustained by the United States because of the false claims and fraud

1 alleged in this Complaint, as the Civil False claims Act, 31 U.S.C. §3729 *et seq.*,
2 provides;

3 b. That civil penalties, including but not limited to, \$5,500 to \$11,000 be imposed
4 for each and every false claim that the Defendants caused to be presented to the
5 United States.

6 c. That pre-and post-judgment interest be awarded, along with reasonable
7 attorneys' fees, costs, and expenses which Relators necessarily incurred in
8 bringing and pressing this case;

9 d. That Relators be awarded the maximum amount allowed pursuant to the False
10 Claims Act;

11 e. That this Court award such other and further relief as it deems proper.

12 **DEMAND FOR JURY TRIAL**

13 Relators demand a jury trial on all claims alleged herein.

14 Respectfully submitted,

15 HERSH & HERSH
16 A Professional Corporation

17
18 By 

Dated: August 10, 2011

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21 Attorneys for Relators
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EXHIBIT A

Council Meeting: May 25, 2004

Santa Monica, California

TO: Mayor and City Council

FROM: City Staff

SUBJECT: Authorization for the City Manager to Negotiate and Execute a Contract for
Emergency Ambulance Services with Gerber Ambulance Service.

Introduction

This report recommends that the City Council authorize the City Manager to negotiate and execute a contract for emergency ambulance services with Gerber Ambulance Service.

Background

American Medical Response has provided emergency ambulance services to the City since 1993. Their current contract with the City will expire on June 30, 2004.

In response to the City's desire to pursue additional revenue opportunities, the Fire Department has explored and developed a plan for increased revenue production. The plan will recover costs for services currently being provided by Santa Monica Fire Department paramedics for response, assessment, treatment and/or transportation by establishing and invoicing an Advanced Life Support Assessment Fee (ALSAF) and a Code-3 Response Fee when applicable. The Code-3 Response Fee covers costs when City paramedics use lights and siren in the response to and/or the transport of a patient.

Changes in regulations governing Emergency Medical Service (EMS) now allow for costs associated with EMS service delivery to be recovered. Similar cost recovery efforts for Fire Department EMS service delivery are being initiated in cities throughout California.

The ALSAF is based on the current Los Angeles County General Public Ambulance Rates and treatment activities. Advanced Life Support (ALS) treatment activities may include oxygen

saturation, cardiac support, and the administration of medications. Basic Life Support (BLS) treatment activities may include functions such as bandaging, splinting and cardio pulmonary resuscitation (CPR). The ALSAF amount will be the difference between the County approved ALS rate and the BLS rate. The ALSAF will be adjusted when modifications occur in the Los Angeles County General Public Ambulance Rates schedule.

Staff prepared a Request For Proposal (RFP) for emergency ambulance services that detailed both the desired ambulance service requirements and fee invoicing procedures, should Council move to adopt the proposed fee at budget adoption in June. The RFP was distributed to 22 ambulance providers listed in the Department of Health, Prehospital Care Manual.

Discussion

Eight replies were received and evaluated against the RFP requirements. Only two responses met all of the RFP requirements. Staff further evaluated the two most responsive replies by contacting references and discussing management experience, responsiveness to needs, required reports and promptness of payments. Additionally, staff visited both ambulance provider facilities to observe the condition of vehicles and equipment and their work environments. After completing the RFP evaluation and comparing reference information, vehicles, equipment, and facilities, staff has determined that Gerber Ambulance Service meets or exceeds City requirements for the following reasons:

- Waiver of any charges to the City for processing the invoices associated with the ALSAF and Code-3 response fees for the first year of the contract. Charges in subsequent years will not exceed 6% of the collected ALSAF and Code-3 Response Fee amounts.
- The quality of service will be improved by monitoring the Fire Department radio system and deploying ambulances from pre-staged designated areas in anticipation of a response to reduce the response times and continually moving more ambulances into the Santa Monica area during increased ambulance use.
- Immediately able to provide the materials and services as per the RFP requirements.
- Financial data was reviewed by Finance Department and found to be sufficient to meet the RFP requirements.
- Reference contacts provided highly laudable comments with regards to the character, integrity, reputation, experience and efficiency.

- Rapid repair and service of ambulances and equipment is provided through their own maintenance program.

Budget/Financial Impact

As part of the contract with the City, Gerber Ambulance Service will process fee invoices for transportation at the County of Los Angeles BLS rate, less 5 percent. Additionally, Gerber Ambulance Service will separately invoice the ALSAF for the Santa Monica Fire Department. The Code-3 Response Fee will be added when applicable. As of July 1, 2003, the difference between the County approved ALS rate of \$593.00 and BLS rate of \$386.75 is \$206.25 and the County Code-3 response rate is \$90.50. Gerber Ambulance Service will invoice the ALSAF for all transported patients receiving an assessment by Santa Monica Fire Department paramedics. If the patient is not transported via ambulance, there will be no charge.

The ALSAF is within the rate limits established by Los Angeles County and will provide recovery of legitimate costs for services performed by Santa Monica Fire Department paramedics. The contract will require Gerber Ambulance Service to remit to the City an amount equal to 100% of the collected ALSAF and Code-3 Response Fees. In addition, Gerber Ambulance Service will reimburse the City the amount of \$23.00 per patient transported, paid from fees invoiced by Gerber Ambulance Service for goods and supplies used or consumed. Based on an average of 6,876 patients transported per year, the projected increase to the General Fund will total \$875,517. Formal action by the City Council on June 15 (budget adoption) will establish the ALSAF and Code-3 Response Fees. The contract will not be executed until after that date and will be effective on July 1, 2004.

Recommendation

It is recommended that the City Council authorize the City Manager to negotiate and execute a contract for emergency ambulance services with Gerber Ambulance Service.

Prepared by: Jim Hone, Fire Chief
William Kolberg, Deputy Chief - Fire Administration
Bruce Davis, Paramedic Coordinator - Fire Administration
Marsha Jones Moutrie, City Attorney
Linda A. Moxon, Deputy City Attorney

Randy Chow, Finance

EXHIBIT B

City Council Meeting: July 26, 2011**Agenda Item: 3-N**

To: Mayor and City Council
 From: Scott Ferguson, Fire Chief
 Subject: Emergency Ambulance and Billing Services Contract

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Recommended Action

Staff recommends that the City Council authorize the City Manager to negotiate and execute a contract with Ameri-Care Ambulance, a California-based company, to provide emergency ambulance and billing services for a three year term.

Executive Summary

Emergency ambulance and billing services have been provided by a contractor since 2004. Following a competitive bidding process, staff recommends a contract with Ameri-Care to provide emergency ambulance and billing services for a three year term beginning in August 2011.

Discussion

The City has utilized an emergency ambulance and billing service company since 2004 to provide billing services for the Fire Department for the costs associated with Emergency Medical Services provided by Fire Department paramedics in connection with the response, assessment, treatment and/or transportation of members of the public. Costs are assessed based on the Advanced Life Support Assessment Fee adopted on June 15, 2004 and the Skilled Nursing Facility fee adopted on June 15, 2010.

The Fire Department fleet includes six paramedic engine companies and other support units, including four ambulances which are mainly used for special events. Contracted emergency ambulances are used to transport patients on behalf of the Fire Department. On-board medics treat patients in the back of the ambulance until the patient arrives at a medical facility.

-

Contractor Selection

A request for proposals for an emergency ambulance and billing service was disseminated to 16 licensed ambulance companies in Los Angeles County and placed on the City's website through Planet Bids. Five Los Angeles County ambulance providers submitted proposals. Bids ranged from 0% to 20% of net collections for providing billing services. The fee for ambulance services is based on a share of the fee received from the patient rather than a direct payment from the City.

A committee of six staff from the Fire and Finance departments evaluated a total of eight

proposals and made site visits. Five proposals were to provide ambulance and billing services and three proposals were submitted to manage the billing only.

After a thorough review, the committee recommends Ameri-Care as the best bidder based on the evaluation criteria. Ameri-Care was one of only two respondents that offered no cost for billing services and the only one committed to the purchase of property in Santa Monica on which to locate an ambulance station. Ameri-Care's main office in Carson would allow for additional ambulances to respond to the City in a timely manner, should the need arise. The company is large, has experience with 911 dispatch systems, has redundant systems for operations and dispatch, employs real-time vehicle location services, and would provide quarterly utilization reports. In addition, in-house mechanics would address major vehicle repairs and mobile mechanics would be on hand for minor repairs.

Ameri-Care would participate in joint fire and ambulance crew training and partner with Santa Monica to provide CERT and CPR training to the community.

Financial Impacts & Budget Actions

There is no immediate budget or financial impact related to this staff report. Ameri-Care's compensation would be based on a share of the fee received from the patient rather than a direct payment from the City. Anticipated revenue generated by fees collected by Ameri-Care on behalf of the Santa Monica Fire Department has been included in the FY2011-2013 Budget in the amount of \$1,259,911 for FY2011-12 and \$1,291,409 for FY2012-13.

Prepared by: Mark Bridges, Captain/Paramedic Coordinator.

Approved:

Forwarded to Council:

Scott Ferguson
Fire Chief

Rod Gould
City Manager

EXHIBIT C

Santa Monica Fire Department Ambulance RFP Q & A:

1. The back-up units may be used by the proposer for IFT's and other business within five (5) miles of the City". Would the City consider increasing the 5 miles to 15 miles?

A: Yes, however, if three or more of the dedicated Santa Monica Units are on calls, we will require that at least one of the back-up units remain available.

2. Is there an updated/ corrected RFP timeline schedule?

A: Yes, the updated time table is available on the RFP posted on planet bid.

3. How is the ALSAF fee being billed and collected now? Is it bundled with the patient transport or billed separately?

A: The ALS fee is not currently bundled. A separate invoice is sent to the patient or their insurance carrier. The ALS fee is the difference between a BLS and ALS response as allowed by LA County published ambulance rate sheet.

4. Is the ALSAF fee being charged on all responses whether a patient is transported or not?

A: No, but the ALSAF fee is charged on all transports regardless if a BLS or ALS transport.

5. How is the Clean-up hazardous material and SNF fee being billed and collected now?

A: Disregard the Hazardous Materials portion of the ordinance. The SNF fee is being billed out by the current provider with information provided by the Fire Department.

6. Does Fire Department personnel currently collect responsible party information in a report for the Hazardous clean-ups and SNF fee's?

A: Disregard the Haz Mat Fee. The SNF fee information is collected by Fire Department EMS staff and forwarded to the Providers billing department.

7. What is the total number of calls by zip code?

A: Complete data not available, a majority of the approximately 12,500 incidents occur in 90401 and 90404

8. The 2010 EMS patients 9351, is that number the total transports or responses to 911 calls?

A: EMS responses

9. Does the City know the average number of ALS transports per month and what is that number?

**A: 2010
Total patients - 9365
Total Transports – 6264
ALS transports – 2825
BLS transports – 3439
The ALS portion is billed regardless of whether the patient is transported BLS or ALS. This fee is based on the “ALS response” but is charged only on transports. SMFD may bill for non-transport, use of service calls in the future.**

10. Does the City have the percentage breakdown of payors of transports by Medicare, Medi-Cal, Commercial Insurance and Self pay?

A: Data from 2008 a typical month (January 2008 with 533 transports:

Medi-Care	48%
Medi-Cal	12%
Private Insurance	20%
Private Pay	3%
Bad Debt (Indigent)	15%
In Custody	2%

This data is still the average for 2010.

11. How many transports did Santa Monica Fire personnel transport in 2010 in the City's owned and operated RA units? What is the payer mix of these calls that the RA's transported. i.e. Medicare, Medi-Cal, Commercial and Self-Pay?

A: The RA's are utilized for special events i.e. LA Marathon, GLOW Festival, etc. If transported, the patient information is forwarded to the current provider for billing. SMFD RA transports would be less than 5 a year, (see above).

12. How many Dry Run and Cancelled calls were there?

A: Unavailable

13. Are the boundaries for “ambulance station” flexible as long as the station is within Santa Monica’s city limits?

A: During the RFP scoring process, points may be deducted for sites outside the stated boundaries.

14. What dispatch protocol does Santa Monica Fire use in dispatching calls? i.e. Is it Clausen, Priority Dispatch or a System designed specifically for Santa Monica Fire?

A: APCO 5th Edition, with SMFD specific additions. Please note that all EMS call in the City are dispatched with SMFD ALS resources. There is no tiered dispatching.

15. There are two sections 6.2. One says “Ambulances” and one says “Personnel”. Is this a typo?

A: Yes, see updated RFP on Planet Bids

16. There are more subsections on pages 13-19 than are listed on pages 20 and 21. Should we disregard pages 20 and 21 and reply to the sections as listed in pages 13-19?

A: Pages 20 and 21 (SLA Table) has been updated in RFP posted on planet bids. www.smgov.net look to the left side of the page, click tab for Doing Business, first tab down is current bids and proposals.

17. In an effort to establish a sound operating budget, what was the annual amount paid to SMFD in each respective year from 2009 through 2010 for the ALSAF?

**A: 2008/09 FY - \$721,227.00
2009/10 FY - \$1,154,227.00
2010/11 YTD \$780,081.00**

18. With regards to billing and collection service for the SNF fee, what was the number of calls and annual amount paid to SMFD in each respective year from 2009 through 2010?

A: This is a new ordinance, so historical data is unavailable at this time. Current data suggests 5 to 10 per month.

19. What amount of calls was billed as BLS for each of the respective years from 2009 through 2010? What amount of calls was billed as ALS for each of the respective years from 2008 through 2010?

A: The ALS portion is billed regardless of whether the patient is transported BLS or ALS. This fee is based on the "ALS response" but is charged only on transports. An ambulance company's operating budget will not be affected by the amount paid to SMFD for ALS fee. Currently this fee is generated via a separate invoice to the insurance carrier. The BLS fee is typically covered first. The focus should be on the amount collected for BLS.

20. Is there an RFP number?

A: No

21. Do you have commercial property broker information?

A: <http://www01.smgov.net/business/JT/SantaMonicaCommercialBrokers%202010%20Updated%202.19.10.pdf>

22. Is the number of Primary/Dedicated Ambulances Five (5) as mentioned on Page 1, Section 1.1, or is it Four (4) as stated on Page 20 in the SLA 6.9 Cross Reference Table?

A: five (5)

23. What is the purpose or advantage of splitting the "Billing" portion from the "Ambulance Transport" portion of the contract, as much of the billing is Medicare?

A: The City's Finance Department recommended that a separate RFP be posted to solicited bids from billing companies, to review and consider the services they provide.

24. What is the annual payer mix for each respective year from 2008 through 2010? (i.e. MediCare, MediCal, Private Insurance, indigent, etc.)

A: Answered above, see #10

25. Is the RFP for the ALS response fee or is it for billing of the transports done by Gerber?

A: The RFP for billing is for the billing and collection of SMFD fees. The Ambulance Co. will bill for their transports.

26. If it is only for the ALS response fee what is the total number of billable responses?

A: See # 9 above.

27. If for the entire transport, what are your rates for ALS1, ALS2, BLSE, and mileage? If not what is the amount of your ALS response fee?

A: Average ALS fee (billed out) is \$460.00 per transport.

28. Do you charge for supplies?

A: The ALSAF is based on the current Los Angeles County General Public Ambulance Rates and treatment activities. Advanced Life Support (ALS) treatment activities may include oxygen saturation, cardiac support, and the administration of medications. Basic Life Support (BLS) treatment activities may include functions such as bandaging, splinting and cardio pulmonary resuscitation (CPR). The ALSAF amount will be the difference between the County approved ALS rate and the BLS rate. The ALSAF will be adjusted when modifications occur in the Los Angeles County General Public Ambulance Rates schedule.

29. Do you charge for non-transports?

A: Not currently, possibly in the future.

30. What is your average charge per trip?

A: See # 27 above.

31. What is the amount either annual or fiscal charged and collected for this service?

A: See #17 above.

32. Do you use an ePCR system to gather patient data? If so which one?

A: FireMed Pro by Recognition Solutions, Inc.

33. Please provide the specifications for the SMFD approved communication device.

- a. Mobile Radio
- b. Portable Radio

A: The radios must be P25 compatible and capable of transmitting on our frequencies as well as being able to transmit the radio ID to our dispatch center.

Channel	Description	Frequency	Tone
Tac 1	Dispatch/Primary Tactical	482.0125	100.0
Tac 2	Fire Prevention/Secondary Tactical	482.3250	100.0
Tac 3	Station Alerting/Command	482.5250	100.0
Tac 4	Fire Ground (Simplex)	487.2375	91.5

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Carla Woehrle.

The case number on all documents filed with the Court should read as follows:

CV11- 6632 RSWL (CWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Mark E. Burton, Jr. (CA SEN 178400).
 HERSH & HERSH, A Professional Corporation
 601 Van Ness Avenue, Suite 2080
 San Francisco, CA 94102
 415-441-5544

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, ex rel. MARK
 BAIRD, Individually, JUSTIN FRITH,
 Individually, RICK JEROME LARSON,
 Individually, and DAVID MORAN, Individually,
 PLAINTIFF(S)

CASE NUMBER CV11-06632 RSWL (CWx)

v.

CITY OF SANTA MONICA, and GERBER
 AMBULANCE COMPANY, INC.,

DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within ²¹~~30~~ days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Mark E. Burton, Jr., whose address is Hersh & Hersh, 601 Van Ness Avenue, Suite 2080, San Francisco, CA 94102. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: AUG 12 2011By: 

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) UNITED STATES OF AMERICA, ex rel. MARK BAIRD, Individually, JUSTIN FRITH, Individually, RICK JEROME LARSON, Individually, and DAVID MORAN, Individually,	DEFENDANTS CITY OF SANTA MONICA and GERBER AMBULANCE COMPANY, INC.,
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Nancy Hersh/Mark E. Burton, Jr., Hersh & Hersh, 601 Van Ness Avenue, Suite 2080, San Francisco, CA 94102 (415) 441-5544	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 31 U.S.C. §§ 3729-3730

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">REAL PROPERTY</div> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">PERSONAL INJURY</div> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">IMMIGRATION</div> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">PERSONAL PROPERTY</div> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">BANKRUPTCY</div> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">CIVIL RIGHTS</div> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">PETITIONS</div> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">FORFEITURE/PENALTY</div> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">PROPERTY RIGHTS</div> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">SOCIAL SECURITY</div> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <div style="background-color: #f0f0f0; text-align: center; font-weight: bold; font-size: 0.7em;">FEDERAL TAX SUITS</div> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: CV11-06632

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☒ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☒ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date August 10, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))